

## REGISTER

Number 872637

Quinquennium 2023 to 2027

## PROTOCOL

**NUMBER FORTY-NINE (49).** In the city of Guatemala, on the seventeenth of August, two thousand twenty-three. Before me, LUBIA EDITH CATALÁN ESPINOZA, Notary, appears:

- a) On one part, the retired Colonel of Infantry, Diplomat in General Staff (DEM) JAVIER HUMBERTO ROBLES ARRIVILLAGA, fifty-seven (57) years old, married, Guatemalan, Army Officer, residing in the department of Sacatepéquez, who identifies himself with the Personal Identification Document (DPI) with Unique Identification Code (CUI) number two million four hundred and nineteen thousand one hundred and eighty-nine hundred one (2411 19189 0101), issued by the National Registry of Persons of the Republic of Guatemala, acting as Manager and Legal Representative of the INSTITUTE OF MILITARY PROVISION, who in the course of this instrument may also be referred to simply as LESSOR or THE INSTITUTE interchangeably, a status accredited with certification of his appointment issued by the Specific Secretary of the Board of Directors, contained in act number zero twenty-five dash two thousand fifteen (025-2015) and zero thirty-one dash two thousand fifteen (031-2015) of the sessions held in this city of Guatemala, by the Board of Directors of "THE INSTITUTE" on the twenty-fourth (24) of February and the fifth (05) of March, both of the year two thousand fifteen (2015). The legal representation accredited is based on article twenty-two (22) and twenty-seven (27) of Decree Law seventy-five dash eighty-four (75-84) of the Organic Law of the Institute of Military Provision; and
- b) on the other part Mr. JOSUÉ ALEXANDER BARRIOS GALINDO, forty-seven (47) years old, single, Guatemalan, Executive, residing in the department of Guatemala, who identifies himself with the Personal Identification Document (DPI) with Unique Identification Code (CUI) number two million three hundred and forty-two thousand one hundred one (2342 11601 0101), issued by the National Registry of Persons of the Republic of Guatemala (RENAP), acting as President of the Board of Directors and Legal Representative of the commercial entity TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA which in the course of this instrument may be referred to simply as THE LESSEE, a status accredited with the notarial act of his appointment dated October tenth, two thousand twenty-two (2022), authorized in this city by Notary Wuendy Maritza Contreras Ruano, registered in the Commercial Registry of the Republic of Guatemala, under registration number six hundred seventy-seven thousand thirty-one (677031), folio nine hundred thirty-nine (939) of book eight hundred eight (808) of Commerce Auxiliaries; a company that is registered in the Commercial Registry of the Republic of Guatemala under registration number one hundred twenty-six thousand twenty-five (126025), folio seven hundred thirty-two (732) of book two hundred nineteen (219) of Mercantile Companies;

**I, the Notary, CERTIFY:** a) that I have seen all the related documentation; b) that the representations being exercised are sufficient in accordance with the Law and in my judgment for the execution of this contract; and c) that those appearing assure me they are the identified persons and in the full exercise of their civil rights, in the capacities in which they act, declare



that they grant a LEASE CONTRACT FOR A PORTION OF LAND WITH AN AREA OF ONE HUNDRED NINETY THOUSAND EIGHT HUNDRED THIRTY-FIVE POINT NINETY-EIGHT SQUARE METERS (190,835.98 m<sup>2</sup>) of the estate number eight thousand forty-four (8044), folio forty-four (44), of book two hundred fifty-seven E (257 E) of Escuintla, in accordance with the following clauses:

**FIRST CLAUSE: LEGAL BASIS:** The subscription of this contract is based on the provisions of articles seven (7) and seventeen (17) literals a) and h) of the Organic Law of the Institute of Military Provision, Decree Law number seventy-five dash eighty-four (75-84) of the Head of State and its reforms; and based on article sixty-three (63) of the previously cited Law; one thousand five hundred sixteen (1517), one thousand five hundred eighteen (1518), one thousand five hundred nineteen (1519), one thousand eight hundred eighty (1880), one thousand eight hundred eighty-one (1881), one thousand eight hundred eighty-six (1886), one thousand eight hundred ninety (1890), and one thousand eight hundred ninety-four (1894) of the Civil Code. one thousand eight hundred ninety-one (1891), one thousand eight hundred ninety-two (1892), one thousand eight hundred ninety-three (1893), one thousand eight hundred ninety-six (1896), one thousand nine hundred one (1901), one thousand nine hundred two (1902), one thousand nine hundred three (1903), one thousand nine hundred four (1904), one thousand nine hundred seven (1907), one thousand nine hundred eight (1908), one thousand nine hundred fifteen (1915), one thousand nine hundred sixteen (1916), one thousand nine hundred seventeen (1917), one thousand nine hundred twenty (1920), one thousand nine hundred twenty-one (1921), one thousand nine hundred twenty-four (1924), one thousand nine hundred twenty-six (1926), one thousand nine hundred twenty-eight (1928), and one thousand nine hundred thirty (1930), numerals one (1), three (3), and six (6) of the Civil Code, Decree Law number one hundred six (106) of the Head of Government of the Republic and its reforms; one (1), two (2), three (3), four (4), five (5), seven (7), eight (8), ten (10) literal A numeral two (2), eleven (11), fifteen (15), sixteen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21) literal C, twenty-two (22), twenty-five (25), twenty-six (26), twenty-seven (27), twenty-eight (28), twenty-nine (29), thirty (30), thirty-one (31), forty (40) and forty-three (43) of the Regulations for the Leasing of Real Estate of the Institute of Military Provision, Agreement number zero thirty-three dash two thousand twenty-three (033-2023) of the Board of Directors of the Institute of Military Provision, and Resolution number SJDAh one hundred thirty-nine dash two thousand twenty-three (SJDAh-139-2023) issued by the Board of Directors of the Institute of Military Provision on the sixteenth of August two thousand twenty-three.

**SECOND CLAUSE: PROPERTY:** Of the fraction of the estate subject to the contract: Mr. Colonel of Infantry, Diplomat in General Staff (DEM) Retired (J) JAVIER HUMBERTO ROBLES ARRIVILLAGA, in the capacity in which he acts, declares that his representative "THE INSTITUTE," is the legitimate owner of the estate registered in the General Registry of Property identified as estate number eight thousand forty-four (8044), folio forty-four (44), of book two hundred fifty-seven E (257 E) of Escuintla, located at the cadastral address Route CA-9, kilometer one hundred and two point five (CA-9, Kilometer 102.5), municipality of San José, Department of Escuintla, as per the cadastral certification issued by the Municipality of San José, Department of Escuintla, which will be attached to the testimony of this deed for registration in the General Property Registry; expressly stating that on the fraction of the real estate motivating this contract, there are no encumbrances or limitations that could affect the rights of the other party; warning the Notary of the responsibilities they will incur if this is not



the case and they commit to legal indemnification. The fraction of land has an area of ONE HUNDRED NINETY THOUSAND EIGHT HUNDRED THIRTY-FIVE POINT NINETY-EIGHT SQUARE METERS (190,835.98 m<sup>2</sup>) and the following azimuth, measurements, and boundaries: From station zero (0) to observation point one (1), with an azimuth of ninety-three degrees (93°), thirty-seven minutes (37') three seconds (3"), with a distance of one hundred thirty-eight point one meters (138.01m), adjoining with access road; From station one (1) to observation point two (2), with an azimuth of eighty-seven degrees (87°), eighteen minutes (18') fifty-seven seconds (57"), with a distance of four point six meters (4.61m), adjoining with access road; From station two (2) to observation point three (3), with an azimuth of seventy-five degrees (75°), twenty-four minutes (24') zero seconds (0"), with a distance of four point twenty-three meters (4.23m), adjoining with access road; From station three (3) to observation point four (4), with an azimuth of sixty degrees (60°), fifty-three minutes (53') forty-one seconds (41"), with a distance of six point twelve meters (6.12m), adjoining with access road; From station four (4) to observation point five (5), with an azimuth of forty-nine degrees (49°), twenty minutes (20') twenty-five seconds (25"), with a distance of fourteen point ninety-three meters (14.93m), adjoining with access road; From station five (5) to observation point six (6), with an azimuth of sixty-one degrees (61°), twenty-four minutes (24') one second (1"), with a distance of seven point forty-two meters (7.42m), adjoining with access road; From station six (6) to observation point seven (7), with an azimuth of seventy-four degrees (74°), fifty-three minutes (53') thirty seconds (30"), with a distance of six point forty-three meters (6.43m), adjoining with access road; From station seven (7) to observation point eight (8), with an azimuth of eighty-five degrees (85°), seven minutes (7') twenty-eight seconds (28"), with a distance of four point fifty-five meters (4.55m), adjoining with access road; From station eight (8) to observation point nine (9), with an azimuth of eighty-nine degrees (89°), thirty-three minutes (33') thirty-six seconds (36"), with a distance of forty-three point eight meters (43.8m), adjoining with access road; From station nine (9) to observation point ten (10), with an azimuth of one hundred eighty-one degrees (181°), twenty-nine minutes (29') forty-nine seconds (49"), with a distance of forty-two point twenty-four meters (42.24m), adjoining with Hotel Mar y Sol; From station ten (10) to observation point eleven (11), with an azimuth of one hundred eighty-one degrees (181°), five minutes (5') thirty-four seconds (34"), with a distance of fifty-six point ninety-four meters (56.94m), adjoining with Hotel Mar y Sol; From station eleven (11) to observation point twelve (12), with an azimuth of seventy-seven degrees (77°), twenty-eight minutes (28') thirteen seconds (13"), with a distance of twenty point eighty-four meters (20.84m), adjoining with Hotel Mar y Sol; From station twelve (12) to observation point thirteen (13), with an azimuth of seventy-five degrees (75°), fifty-eight minutes (58') twenty-eight seconds (28"), with a distance of seven point seventy-three meters (7.73m), adjoining with Hotel Mar y Sol; From station thirteen (13) to observation point fourteen (14), with an azimuth of seventy-seven degrees (77°), thirty-six minutes (36') sixteen seconds (16"), with a distance of nineteen point eight meters (19.8m), adjoining with Hotel Mar y Sol; From station fourteen (14) to observation point fifteen (15), with an azimuth of eighty degrees (80°), twenty-eight minutes (28') thirty-one seconds (31"), with a distance of two point ninety-six meters (2.96m), adjoining with Hotel Mar y Sol; From station fifteen (15) to observation point sixteen (16), with an azimuth of seventy-seven degrees (77°), twenty-eight minutes (28') thirteen seconds (13"), with a distance of seventeen point forty-two meters (17.42m), adjoining with Hotel Mar y Sol; From station sixteen (16) to observation point seventeen (17), with an azimuth of ninety degrees (90°), thirty-eight minutes (38') thirty-one seconds (31"), with a distance of thirty-one point twenty-three meters (31.23m),



adjoining with Hotel Mar y Sol; From station seventeen (17) to observation point eighteen (18), with an azimuth of eighty-eight degrees (88°), fifty-one minutes (51') seventeen seconds (17"), with a distance of thirteen point twenty-six meters (13.26m), adjoining with Hotel Mar y Sol; From station eighteen (18) to observation point nineteen (19), with an azimuth of ninety-one degrees (91°), twenty-three minutes (23') zero seconds (0"), with a distance of thirty-three point four meters (33.4m), adjoining with Hotel Mar y Sol; From station nineteen (19) to observation point twenty (20), with an azimuth of ninety-one degrees (91°), twenty-three minutes (23') zero seconds (0"), with a distance of thirty-six point seventy-seven meters (36.77m), adjoining with Hotel Mar y Sol; From station twenty (20) to observation point twenty-one (21), with an azimuth of three hundred fifty degrees (350°), twenty minutes (20') fifty-five seconds (55"), with a distance of one hundred forty-one point seven meters (141.7m), adjoining with Hotel Mar y Sol; From station twenty-one (21) to observation point twenty-two (22), with an azimuth of ninety degrees (90°), four minutes (4') fourteen seconds (14"), with a distance of two hundred forty-six point sixteen meters (246.16m), adjoining with Club Aire Mar y Tierra; From station twenty-two (22) to observation point twenty-three (23), with an azimuth of one hundred seventy-five degrees (175°), thirty-eight minutes (38') twenty-five seconds (25"), with a distance of one hundred eighty-eight point fifty-nine meters (188.59m), adjoining with Parcelamiento Puerta de Hierro; From station twenty-three (23) to observation point twenty-four (24), with an azimuth of one hundred seventy-three degrees (173°), fifty-eight minutes (58') thirty-six seconds (36"), with a distance of sixty-eight point forty-two meters (68.42m), adjoining with Parcelamiento Puerta de Hierro; From station twenty-four (24) to observation point twenty-five (25), with an azimuth of one hundred seventy-one degrees (171°), forty-eight minutes (48') thirteen seconds (13"), with a distance of fifty-five point fifty-one meters (55.51m), adjoining with Parcelamiento Puerta de Hierro; From station twenty-five (25) to observation point twenty-six (26), with an azimuth of one hundred seventy degrees (170°), thirty minutes (30') fifty-four seconds (54"), with a distance of fifty-seven point thirty-eight meters (57.38m), adjoining with Parcelamiento Puerta de Hierro; From station twenty-six (26) to observation point twenty-seven (27), with an azimuth of two hundred sixty-five degrees (265°), forty-four minutes (44') twelve seconds (12"), with a distance of two hundred forty-eight point fifty-five meters (248.55m), adjoining with Carretera a Iztapa; From station twenty-seven (27) to observation point twenty-eight (28), with an azimuth of two hundred sixty-five degrees (265°), thirty-five minutes (35') fifty-two seconds (52"), with a distance of thirty-five point zero six meters (35.06m), adjoining with Carretera a Iztapa; From station twenty-eight (28) to observation point twenty-nine (29), with an azimuth of two hundred seventy-four degrees (274°), twenty-nine minutes (29') fifteen seconds (15"), with a distance of sixty-two point forty-one meters (62.41m), adjoining with Carretera a Iztapa; From station twenty-nine (29) to observation point thirty (30), with an azimuth of two hundred seventy-two degrees (272°), fifty-seven minutes (57') forty seconds (40"), with a distance of fifteen point fifty-two meters (15.52m), adjoining with Carretera a Iztapa; From station thirty (30) to observation point thirty-one (31), with an azimuth of two hundred seventy-eight degrees (278°), nine minutes (9') twenty-six seconds (26"), with a distance of twenty point thirty-five meters (20.35m), adjoining with Carretera a Iztapa; From station thirty-one (31) to observation point thirty-two (32), with an azimuth of two hundred eighty-one degrees (281°), thirty-four minutes (34') thirty seconds (30"), with a distance of thirty-one point eighty-two meters (31.82m), adjoining with Carretera a Iztapa; From station thirty-two (32) to observation point thirty-three (33), with an azimuth of two hundred eighty-seven degrees (287°), fifteen minutes (15') fifty-eight seconds (58"), with a distance of twenty-seven point thirty-one meters (27.31m), adjoining



with Carretera a Iztapa. From station thirty-three (33) to observation point thirty-four (34), with an azimuth of two hundred eighty-nine degrees (289°), thirty-six minutes (36') forty-two seconds (42"), with a distance of forty-two point forty-nine meters (42.49m), adjoining with Carretera a Iztapa. From station thirty-four (34) to observation point thirty-five (35), with an azimuth of two hundred eighty-seven degrees (287°), fifteen minutes (15') eight seconds (8"), with a distance of seventeen point thirty-two meters (17.32m), adjoining with Carretera a Iztapa. From station thirty-five (35) to observation point thirty-six (36), with an azimuth of two hundred ninety degrees (290°), fourteen minutes (14') four seconds (4"), with a distance of eighteen point seven meters (18.7m), adjoining with Carretera a Iztapa. From station thirty-six (36) to observation point thirty-seven (37), with an azimuth of two hundred ninety-three degrees (293°), twenty-eight minutes (28') twenty-three seconds (23"), with a distance of one hundred forty-four point sixty-nine meters (144.69m), adjoining with Carretera a Iztapa. From station thirty-seven (37) to observation point thirty-eight (38), with an azimuth of three hundred seven degrees (307°), twenty-three minutes (23') nine seconds (9"), with a distance of five point seventeen meters (5.17m), adjoining with Carretera a Iztapa. From station thirty-eight (38) to observation point thirty-nine (39), with an azimuth of three hundred forty-nine degrees (349°), twenty-one minutes (21') forty-seven seconds (47"), with a distance of ten point forty meters (10.4m), adjoining with Carretera a Iztapa. From station thirty-nine (39) to observation point zero (0), with an azimuth of three hundred fifty-six degrees (356°), one minute (1') twenty-two seconds (22"), with a distance of two hundred four point fifty-seven meters (204.57m), adjoining with access to Colonia Naval y Colonia Portuaria in accordance with the plan prepared by Civil Engineer Byron Rene Borrayo del Valle, registered number six thousand eight hundred. (6817), which will be attached to the testimony of this deed for registration in the General Property Registry. The Colonel of Infantry, Diplomat in General Staff (DEM) Retired (J) JAVIER HUMBERTO ROBLES ARRIVILLAGA, in the capacity in which he acts, declares that the fraction of the identified property is leased to the lessee party, which, through its legal representative Josué Alexander Barrios Galindo, states that, in the capacity in which he acts, receives and accepts such lease, which will be governed by the stipulations contained in this public instrument.

**THIRD CLAUSE: TERM.** The parties, through their legal representatives, declare that the lease term is twenty-five (25) years, from the first (01) of September of the year two thousand twenty-three to the thirty-first (31) of August of the year two thousand forty-eight, with the purpose that the lessee entity invests in the construction and infrastructure, administration, and operation of various investment and business projects.

**FOURTH CLAUSE: FIXED AND VARIABLE RENT:** The grantors expressly declare, in the capacities in which they act, that for the purposes of calculating the monthly rent for the fraction subject to the lease, it will consist of fixed rent and variable rent, as follows: 1) **FIXED RENT:** It will be individualized as follows: a) from the period of the first of September of two thousand twenty-three to the thirty-first of December of two thousand twenty-three, the monthly rent, including value-added tax, will be **FOUR THOUSAND NINE HUNDRED SIXTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-THREE CENTS (US\$4,916.73)**, making a total of **NINETEEN THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-TWO CENTS (US\$19,666.92)**; b) from the period of the first of January of two thousand twenty-four to the thirty-first of December of two thousand twenty-four, the monthly rent, including value-added tax, will be **FOUR THOUSAND NINE HUNDRED SIXTEEN DOLLARS OF THE UNITED**



STATES OF AMERICA WITH SEVENTY-THREE CENTS (US\$4,916.73), making a total of FIFTY-NINE THOUSAND DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-SIX CENTS (US\$59,000.76); c) from the period of the first of January of two thousand twenty-five to the thirty-first of December of two thousand twenty-five, the monthly rent, including value-added tax, will be FOUR THOUSAND NINE HUNDRED SIXTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-THREE CENTS (US\$4,916.73), making a total of FIFTY-NINE THOUSAND DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-SIX CENTS (US\$59,000.76); d) from the period of the first of January of two thousand twenty-six to the thirty-first of December of two thousand twenty-six, the monthly rent, including value-added tax, will be NINETEEN THOUSAND EIGHTY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH FIFTY-EIGHT CENTS (US\$19,083.58), making a total of TWO HUNDRED TWENTY-NINE THOUSAND DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-SIX CENTS (US\$229,000.96); e) from the period of the first of January of two thousand twenty-seven to the thirty-first of December of two thousand twenty-seven, the monthly rent, including value-added tax, will be NINETEEN THOUSAND EIGHTY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH FIFTY-EIGHT CENTS (US\$19,083.58), making a total of TWO HUNDRED TWENTY-NINE THOUSAND DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-SIX CENTS (US\$229,000.96); f) from the period of the first of January of two thousand twenty-eight to the thirty-first of December of two thousand twenty-eight, the monthly rent, including value-added tax, will be TWENTY THOUSAND THIRTY-SEVEN DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-SIX CENTS (US\$20,037.76), making a total of TWO HUNDRED FORTY THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH ELEVEN CENTS (US\$240,453.11); g) from the period of the first of January of two thousand twenty-nine to the thirty-first of December of two thousand twenty-nine, the monthly rent, including value-added tax, will be TWENTY-ONE THOUSAND THIRTY-NINE DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTY-FIVE CENTS (US\$21,039.65), making a total of TWO HUNDRED FIFTY TWO THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-SIX CENTS (US\$252,475.76); h) from the period of the first of January of two thousand thirty to the thirty-first of December of two thousand thirty, the monthly rent, including value-added tax, will be TWENTY-TWO THOUSAND NINETY-ONE DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTY-THREE CENTS (US\$22,091.63), making a total of TWO HUNDRED SIXTY-FIVE THOUSAND NINETY-NINE DOLLARS OF THE UNITED STATES OF AMERICA WITH FIFTY-FIVE CENTS (US\$265,099.55); i) from the period of the first of January of two thousand thirty-one to the thirty-first of December of two thousand thirty-one, the monthly rent, including value-added tax, will be TWENTY-THREE THOUSAND ONE HUNDRED NINETY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH TWENTY-ONE CENTS (US\$23,196.21), making a total of TWO HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED FIFTY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH FIFTY-THREE CENTS (US\$278,354.53); j) from the period of the first of January of two thousand thirty-two to the thirty-first of December of two thousand thirty-two, the monthly rent, including value-added tax, will be TWENTY-FOUR THOUSAND THREE HUNDRED FIFTY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH TWO CENTS (US\$24,356.02), making a total of TWO HUNDRED NINETY-TWO THOUSAND TWO



HUNDRED SEVENTY-TWO DOLLARS OF THE UNITED STATES OF AMERICA WITH TWENTY-SIX CENTS (US\$292,272.26); k) from the period of the first of January of two thousand thirty-three to the thirty-first of December of two thousand thirty-three, the monthly rent, including value-added tax, will be TWENTY-FIVE THOUSAND FIVE HUNDRED SEVENTY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-TWO CENTS (US\$25,573.82), making a total of THREE HUNDRED SIX THOUSAND EIGHT HUNDRED EIGHTY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-SEVEN CENTS (US\$306,885.87); l) from the period of the first of January of two thousand thirty-four to the thirty-first of December of two thousand thirty-four, the monthly rent, including value-added tax, will be TWENTY-SIX THOUSAND EIGHT HUNDRED FIFTY-TWO DOLLARS OF THE UNITED STATES OF AMERICA WITH FIFTY-ONE CENTS (US\$26,852.51), making a total of THREE HUNDRED TWENTY-TWO THOUSAND TWO HUNDRED THIRTY DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTEEN CENTS (US\$322,230.16); m) from the period of the first of January of two thousand thirty-five to the thirty-first of December of two thousand thirty-five, the monthly rent, including value-added tax, will be TWENTY-EIGHT THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH FOURTEEN CENTS (US\$28,195.14), making a total of THREE HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED FORTY-ONE DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTY-SEVEN CENTS (US\$338,341.67); n) from the period of the first of January of two thousand thirty-six to the thirty-first of December of two thousand thirty-six, the monthly rent, including value-added tax, will be TWENTY-NINE THOUSAND SIX HUNDRED FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY CENTS (US\$29,604.90), making a total of THREE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED FIFTY-EIGHT DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-FIVE CENTS (US\$355,258.75); ñ) from the period of the first of January of two thousand thirty-seven to the thirty-first of December of two thousand thirty-seven, the monthly rent, including value-added tax, will be THIRTY-ONE THOUSAND EIGHTY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH FOURTEEN CENTS (US\$31,085.14), making a total of THREE HUNDRED SEVENTY-THREE THOUSAND TWENTY-ONE DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTY-NINE CENTS (US\$373,021.69); o) from the period of the first of January of two thousand thirty-eight to the thirty-first of December of two thousand thirty-eight, the monthly rent, including value-added tax, will be THIRTY-TWO THOUSAND SIX HUNDRED THIRTY-NINE DOLLARS OF THE UNITED STATES OF AMERICA WITH FORTY CENTS (US\$32,639.40), making a total of THREE HUNDRED NINETY-ONE THOUSAND SIX HUNDRED SEVENTY-TWO DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-EIGHT CENTS (US\$391,672.78); p) from the period of the first of January of two thousand thirty-nine to the thirty-first of December of two thousand thirty-nine, the monthly rent, including value-added tax, will be THIRTY-FOUR THOUSAND FOUR HUNDRED SEVENTY-ONE DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-SEVEN CENTS (US\$34,271.37), making a total of FOUR HUNDRED ELEVEN THOUSAND TWO HUNDRED FIFTY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH FORTY-ONE CENTS (US\$411,256.41); q) from the period of the first of January of two thousand forty to the thirty-first of December of two thousand forty, the monthly rent, including value-added tax, will be THIRTY-FIVE THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA



WITH NINETY-FOUR CENTS (US\$35,984.94), making a total of FOUR HUNDRED THIRTY-ONE THOUSAND EIGHT HUNDRED NINETEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH TWENTY-FOUR CENTS (US\$431,819.24); r) from the period of the first of January of two thousand forty-one to the thirty-first of December of two thousand forty-one, the monthly rent, including value-added tax, will be THIRTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTEEN CENTS (US\$37,784.18), making a total of FOUR HUNDRED FIFTY-THREE THOUSAND FOUR HUNDRED TEN DOLLARS OF THE UNITED STATES OF AMERICA WITH TWENTY CENTS (US\$453,410.20); s) from the period of the first of January of two thousand forty-two to the thirty-first of December of two thousand forty-two, the monthly rent, including value-added tax, will be THIRTY-NINE THOUSAND SIX HUNDRED SEVENTY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-NINE CENTS (US\$39,673.39), making a total of FOUR HUNDRED SEVENTY-SIX THOUSAND EIGHTY DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-ONE CENTS (US\$476,080.71); t) from the period of the first of January of two thousand forty-three to the thirty-first of December of two thousand forty-three, the monthly rent, including value-added tax, will be FORTY-ONE THOUSAND SIX HUNDRED FIFTY-SEVEN DOLLARS OF THE UNITED STATES OF AMERICA WITH SIX CENTS (US\$41,657.06), making a total of FOUR HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-FOUR CENTS (US\$499,884.74); u) from the period of the first of January of two thousand forty-four to the thirty-first of December of two thousand forty-four, the monthly rent, including value-added tax, will be FORTY-THREE THOUSAND SEVEN HUNDRED THIRTY-NINE DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-ONE CENTS (US\$43,739.91), making a total of FIVE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-EIGHT DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-EIGHT CENTS (US\$524,878.98); v) from the period of the first of January of two thousand forty-five to the thirty-first of December of two thousand forty-five, the monthly rent, including value-added tax, will be FORTY-FIVE THOUSAND NINE HUNDRED TWENTY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-ONE CENTS (US\$45,926.91), making a total of FIVE HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED NINETY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-THREE CENTS (US\$551,122.93); w) from the period of the first of January of two thousand forty-six to the thirty-first of December of two thousand forty-six, the monthly rent, including value-added tax, will be FORTY-EIGHT THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH TWENTY-SIX CENTS (US\$48,223.26), making a total of FIVE HUNDRED SEVENTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVEN CENTS (US\$578,679.07); x) from the period of the first of January of two thousand forty-seven to the thirty-first of December of two thousand forty-seven, the monthly rent, including value-added tax, will be FIFTY THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH FORTY-TWO CENTS (US\$50,634.42), making a total of SIX HUNDRED SEVEN THOUSAND SIX HUNDRED THIRTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH THREE CENTS (US\$607,613.03); y) from the period of the first of January of two thousand forty-eight to the thirty-first of August of two thousand forty-eight, the monthly rent, including value-added tax,



will be THIRTY-FIVE THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH NINE CENTS (US\$35,444.09) making a total of FOUR HUNDRED TWENTY-FIVE THOUSAND THREE HUNDRED TWENTY-NINE DOLLARS OF THE UNITED STATES OF AMERICA WITH TWELVE CENTS (US\$425,329.12), resulting in the total fixed rent amount during the lease term being EIGHT MILLION NINE HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED FOURTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-ONE CENTS (US\$8,971,814.91).

**VARIABLE RENT:** It will comprise two percent (2%) of the gross monthly income that the commercial entity Transshipping World Company, Sociedad Anónima, obtains, plus the Value-Added Tax, from the operation of the various business activities carried out by the aforementioned lessee entity within the leased property, verifiable through the tax returns that the lessee is obligated to file and upon request by "THE INSTITUTE." In cases where the lessee does not achieve the projected income referred to in its official number OF given TWCSFR dash number zero zero four four ABG dash two thousand twenty-three (OF-TWCSFR-004-ABG-2023) dated August twelfth, two thousand twenty-three, it is obligated to pay the Institute of Military Provision at least twenty percent (20%) of the projected variable rent in the proposal it submitted, as follows: a) for the period from September first, two thousand twenty-three, to December thirty-first, two thousand twenty-three, the variable rent projection submitted by the lessee is ZERO DOLLARS OF THE UNITED STATES OF AMERICA (US\$0.00), whose twenty percent (20%) is ZERO DOLLARS OF THE UNITED STATES OF AMERICA (US\$0.00); b) for the period from January first, two thousand twenty-four, to December thirty-first, two thousand twenty-four, the variable rent projection submitted by the lessee is ZERO DOLLARS OF THE UNITED STATES OF AMERICA (US\$0.00), whose twenty percent (20%) is ZERO DOLLARS OF THE UNITED STATES OF AMERICA (US\$0.00); c) for the period from January first, two thousand twenty-five, to December thirty-first, two thousand twenty-five, the variable rent projection submitted by the lessee is SIX HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED NINETY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH FOURTEEN CENTS (US\$627,194.14), whose twenty percent (20%) is ONE HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-THREE CENTS (US\$125,438.83); d) from the period of the first of January of two thousand twenty-six to the thirty-first of December of two thousand twenty-six, the variable rent projection submitted by the lessee is ONE MILLION SIX HUNDRED SEVENTY-SIX THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-SIX CENTS (US\$1,676,995.96), whose twenty percent (20%) is THREE HUNDRED THIRTY-FIVE THOUSAND THREE HUNDRED NINETY-NINE DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETEEN CENTS (US\$335,399.19); e) from the period of the first of January of two thousand twenty-seven to the thirty-first of December of two thousand twenty-seven, the variable rent projection submitted by the lessee is TWO MILLION THREE HUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED SIXTY DOLLARS OF THE UNITED STATES OF AMERICA WITH FIFTY CENTS (US\$2,386,760.50), whose twenty percent (20%) is FOUR HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS OF THE UNITED STATES OF AMERICA WITH TEN CENTS (US\$477,352.10); f) from the period of the first of January of two thousand twenty-eight to the



thirty-first of December of two thousand twenty-eight, the variable rent projection submitted by the lessee is THREE MILLION FOUR HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED EIGHTY DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-SIX CENTS (US\$3,434,580.96), whose twenty percent (20%) is SIX HUNDRED EIGHTY-SIX THOUSAND NINE HUNDRED SIXTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETEEN CENTS (US\$686,916.19); g) from the period of the first of January of two thousand twenty-nine to the thirty-first of December of two thousand twenty-nine, the variable rent projection submitted by the lessee is THREE MILLION FIVE HUNDRED FORTY-TWO THOUSAND NINETY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-TWO CENTS DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-TWO CENTS (US\$3,542,095.82), whose twenty percent (20%) is SEVEN HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED NINETEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTEEN CENTS (US\$788,419.16); h) from the period of the first of January of two thousand thirty to the thirty-first of December of two thousand thirty, the variable rent projection submitted by the lessee is THREE MILLION FIVE HUNDRED FORTY-TWO THOUSAND NINETY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-TWO CENTS (US\$3,542,095.82), whose twenty percent (20%) is SEVEN HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED NINETEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTEEN CENTS (US\$788,419.16); i) from the period of the first of January of two thousand thirty-one to the thirty-first of December of two thousand thirty-one, the variable rent projection submitted by the lessee is THREE MILLION FIVE HUNDRED FORTY-TWO THOUSAND NINETY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-TWO CENTS (US\$3,542,095.82), whose twenty percent (20%) is SEVEN HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED NINETEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTEEN CENTS (US\$788,419.16); j) from the period of the first of January of two thousand thirty-two to the thirty-first of December of two thousand thirty-two, the variable rent projection submitted by the lessee is THREE MILLION FIVE HUNDRED FORTY-TWO THOUSAND NINETY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-TWO CENTS (US\$3,542,095.82), whose twenty percent (20%) is SEVEN HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED NINETEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTEEN CENTS (US\$788,419.16); k) from the period of the first of January of two thousand thirty-three to the thirty-first of December of two thousand thirty-three, the variable rent projection submitted by the lessee is THREE MILLION FIVE HUNDRED FORTY-TWO THOUSAND NINETY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-TWO CENTS (US\$3,542,095.82), whose twenty percent (20%) is SEVEN HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED NINETEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTEEN CENTS (US\$788,419.16); l) from the period of the first of January of two thousand thirty-four to the thirty-first of December of two thousand thirty-four, the variable rent projection submitted by the lessee is THREE MILLION FIVE HUNDRED FORTY-TWO THOUSAND NINETY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-TWO CENTS (US\$3,542,095.82), whose twenty percent (20%) is SEVEN HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED NINETEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTEEN CENTS (US\$788,419.16); m) from the period of the first of January of two thousand thirty-five to the



thirty-first of December of two thousand thirty-five, the variable rent projection submitted by the lessee is THREE MILLION FIVE HUNDRED FORTY-TWO THOUSAND NINETY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-TWO CENTS (US\$3,542,095.82), whose twenty percent (20%) is SEVEN HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED NINETEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTEEN CENTS (US\$788,419.16) NINETY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-TWO CENTS (US\$3,542,996.82), whose twenty percent (20%) is SEVEN HUNDRED EIGHT THOUSAND FIVE HUNDRED NINETY-NINE DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-SIX CENTS (US\$708,599.36); h) from the period of the first of January of two thousand thirty to the thirty-first of December of two thousand thirty, the variable rent projection submitted by the lessee is THREE MILLION SIX HUNDRED FIFTY-THREE THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY-THREE CENTS (US\$3,653,836.73), whose twenty percent (20%) is SEVEN HUNDRED THIRTY THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-FIVE CENTS (US\$730,767.35); i) from the period of the first of January of two thousand thirty-one to the thirty-first of December of two thousand thirty-one, the variable rent projection submitted by the lessee is THREE MILLION EIGHT HUNDRED FIVE THOUSAND NINE DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTEEN CENTS (US\$3,805,009.17), whose twenty percent (20%) is SEVEN HUNDRED SIXTY-ONE THOUSAND ONE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-THREE CENTS (US\$761,001.83); j) from the period of the first of January of two thousand thirty-two to the thirty-first of December of two thousand thirty-two, the variable rent projection submitted by the lessee is THREE MILLION NINE HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED SIXTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-NINE CENTS (US\$3,962,416.39), whose twenty percent (20%) is SEVEN HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED EIGHTY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH TWENTY-EIGHT CENTS (US\$792,483.28); k) from the period of the first of January of two thousand thirty-three to the thirty-first of December of two thousand thirty-three, the variable rent projection submitted by the lessee is FOUR MILLION ONE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED FOURTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH FIFTY-EIGHT CENTS (US\$4,126,314.58), whose twenty percent (20%) is EIGHT HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS OF THE UNITED STATES OF AMERICA WITH NINE CENTS OF THE UNITED STATES OF AMERICA WITH NINETY-TWO CENTS (US\$825,262.92); l) from the period of the first of January of two thousand thirty-four to the thirty-first of December of two thousand thirty-four, the variable rent projection submitted by the lessee is FOUR MILLION TWO HUNDRED NINETY-SIX THOUSAND NINE HUNDRED SEVENTY DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-TWO CENTS (US\$4,296,970.32), whose twenty percent (20%) is EIGHT HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED NINETY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH SIX CENTS (US\$859,394.06); m) from the period of the first of January of two thousand thirty-five to the thirty-first of December of two thousand thirty-five, the variable rent projection submitted by the lessee is FOUR MILLION FOUR HUNDRED SEVENTY-FOUR THOUSAND SIX HUNDRED SIXTY-ONE DOLLARS OF THE UNITED STATES OF AMERICA WITH ELEVEN CENTS



(US\$4,474,661.11), whose twenty percent (20%) is EIGHT HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED THIRTY-TWO DOLLARS OF THE UNITED STATES OF AMERICA WITH TWENTY CENTS (US\$894,932.22); n) from the period of the first of January of two thousand thirty-six to the thirty-first of December of two thousand thirty-six, the variable rent projection submitted by the lessee is FOUR MILLION SIX HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-FOUR CENTS (US\$4,659,675.84), whose twenty percent (20%) is NINE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED THIRTY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTEEN CENTS (US\$931,935.17); o) from the period of the first of January of two thousand thirty-seven to the thirty-first of December of two thousand thirty-seven, the variable rent projection submitted by the lessee is FOUR MILLION EIGHT HUNDRED FIFTY-TWO THOUSAND THREE HUNDRED FIFTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH TWELVE CENTS (US\$4,852,315.12), whose twenty percent (20%) is NINE HUNDRED SEVENTY THOUSAND FOUR HUNDRED SIXTY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH TWO CENTS (US\$970,463.02); p) from the period of the first of January of two thousand thirty-eight to the thirty-first of December of two thousand thirty-eight, the variable rent projection submitted by the lessee is FOUR MILLION NINE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED THIRTY-NINE DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTY CENTS (US\$4,942,539.60), whose twenty percent (20%) is NINE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED SEVEN DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-TWO CENTS (US\$988,507.92); q) from the period of the first of January of two thousand thirty-nine to the thirty-first of December of two thousand thirty-nine, the variable rent projection submitted by the lessee is FIVE MILLION THIRTY-FOUR THOUSAND SEVENTY-FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-FOUR CENTS (US\$5,034,075.94), whose twenty percent (20%) is ONE MILLION SIX THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH TWO CENTS (US\$1,006,815.02); r) from the period of the first of January of two thousand forty to the thirty-first of December of two thousand forty, the variable rent projection submitted by the lessee is FIVE MILLION ONE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED NINETEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-ONE CENTS (US\$5,126,919.91), whose twenty percent (20%) is ONE MILLION TWENTY-FIVE THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-EIGHT CENTS (US\$1,025,383.98); s) from the period of the first of January of two thousand forty-one to the thirty-first of December of two thousand forty-one, the variable rent projection submitted by the lessee is FIVE MILLION TWO HUNDRED TWENTY-ONE THOUSAND SEVENTY DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-FOUR CENTS (US\$5,221,070.94), whose twenty percent (20%) is ONE MILLION FORTY-FOUR THOUSAND TWO HUNDRED FOURTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETEEN CENTS (US\$1,044,214.19); t) from the period of the first of January of two thousand forty-two to the thirty-first of December of two thousand forty-two, the variable rent projection submitted by the lessee is FIVE MILLION THREE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED TWENTY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH FORTY-FIVE CENTS (US\$5,316,523.45), whose twenty percent (20%) is ONE MILLION SIXTY-THREE THOUSAND THREE HUNDRED FOUR



DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTY-NINE CENTS (US\$1,063,304.69); u) from the period of the first of January of two thousand forty-three to the thirty-first of December of two thousand forty-three, the variable rent projection submitted by the lessee is FIVE MILLION FOUR HUNDRED THIRTEEN THOUSAND TWO HUNDRED SEVENTY DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETY-FIVE CENTS (US\$5,413,270.95), whose twenty percent (20%) is ONE MILLION EIGHTY-TWO THOUSAND SIX HUNDRED FIFTY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH NINETEEN CENTS (US\$1,082,654.19); v) from the period of the first of January of two thousand forty-four to the thirty-first of December of two thousand forty-four, the variable rent projection submitted by the lessee is FIVE MILLION FIVE HUNDRED ELEVEN THOUSAND THREE HUNDRED FIVE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTEEN CENTS (US\$5,511,305.18), whose twenty percent (20%) is ONE MILLION ONE HUNDRED TWO THOUSAND TWO HUNDRED SIXTY-ONE DOLLARS OF THE UNITED STATES OF AMERICA WITH FOUR CENTS (US\$1,102,261.04); w) from the period of the first of January of two thousand forty-five to the thirty-first of December of two thousand forty-five, the variable rent projection submitted by the lessee is FIVE MILLION SIX HUNDRED TEN THOUSAND SIX HUNDRED FIFTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY-NINE CENTS (US\$5,610,615.89), whose twenty percent (20%) is ONE MILLION ONE HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTEEN CENTS (US\$1,122,123.18); x) from the period of the first of January of two thousand forty-six to the thirty-first of December of two thousand forty-six, the variable rent projection submitted by the lessee is FIVE MILLION SEVEN HUNDRED ELEVEN THOUSAND ONE HUNDRED NINETY DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHTY CENTS (US\$5,711,190.80), whose twenty percent (20%) is ONE MILLION ONE HUNDRED FORTY-TWO THOUSAND TWO HUNDRED THIRTY-EIGHT DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTEEN CENTS (US\$1,142,238.16); y) from the period of the first of January of two thousand forty-seven to the thirty-first of December of two thousand forty-seven, the variable rent projection submitted by the lessee is FIVE MILLION EIGHT HUNDRED THIRTEEN THOUSAND FIFTEEN DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-NINE CENTS (US\$5,813,015.39), whose twenty percent (20%) is ONE MILLION ONE HUNDRED SIXTY-TWO THOUSAND SIX HUNDRED THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH EIGHT CENTS (US\$1,162,603.08); z) from the period of the first of January of two thousand forty-eight to the thirty-first of August of two thousand forty-eight, the variable rent projection submitted by the lessee is THREE MILLION NINE HUNDRED FORTY-FOUR THOUSAND FORTY-EIGHT DOLLARS OF THE UNITED STATES OF AMERICA WITH FIFTY CENTS (US\$3,944,048.50), whose twenty percent (20%) is SEVEN HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED NINE DOLLARS OF THE UNITED STATES OF AMERICA WITH SEVENTY CENTS (US\$788,809.70). Consequently, the total projection amount is ONE HUNDRED THREE MILLION ONE HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED THREE DOLLARS OF THE UNITED STATES OF AMERICA WITH THIRTY-FOUR CENTS (US\$103,144,303.34), whose twenty percent (20%) is TWENTY MILLION SIX HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY DOLLARS OF THE UNITED STATES OF AMERICA WITH SIXTY-SEVEN CENTS (US\$20,628,860.67).



**CLAUSE FIVE: PAYMENT METHOD FOR THE RENT:** The parties declare that the payment of the fixed and variable rent will be made in favor of the Instituto de Previsión Militar, in the following manner: a) Fixed Rent: It will be paid monthly starting from the first of September of two thousand twenty-three, without requiring a demand for payment, within the current month corresponding to the rent, issuing the invoice by "THE INSTITUTE" within the first five (5) business days and the lessee will have until the penultimate business day of the month as the maximum deadline to make the effective payment without late fees, except on holidays. Additionally, the value will be in dollars of the United States of America and will be paid to the Instituto de Previsión Militar in quetzals at the exchange rate set by the Bank of Guatemala on the date the invoice is issued, whose equivalent cannot be less than the exchange rate of seven quetzals and seventy cents (Q7.70) per one dollar of the United States of America (US\$1.00). b) Variable Rent: It will be paid quarterly during the months of January, April, July, and October of each year without requiring a demand for payment; the invoice will be issued by "THE INSTITUTE" based on the quarterly revenues invoiced by the lessee entity up to the immediate month prior to each payment date. The payment of fixed and variable rent must be made by the lessee through deposit, electronic transfer, or corporate voucher in favor of "THE INSTITUTE," in a monetary account established in the national financial system. Initially, the monetary account to be used will be number three thousand thirty-three million three hundred seventy-six thousand nine hundred ninety-two (3033376692); any modification will be with prior notice from "THE INSTITUTE." The lessee entity must coordinate with the Investment Department of "THE INSTITUTE" and transfer the receipt or respective deposit to the Treasury Section of the Financial Administration Unit (UDAF) for the issuance of the corresponding receipt. For non-compliance or late payment of the rent according to the agreed conditions, a five percent (5%) late fee will be applied for each overdue rent, effective from the first business day of the following month in which the rent payment is due.

**CLAUSE SIX: SPECIFIC CONDITIONS:** 1) Construction of buildings by the lessee: The investment in constructions and/or buildings for the operation of one or several business activities to be installed and/or operated on the fraction of the property owned by "THE INSTITUTE" will be at the expense of the lessee entity. The lessee entity must be responsible for any damage or deterioration suffered by the installations and caused by the lessee, family members, dependents, sublessees, and/or any other person who enters or is within the fraction of the property, as well as any damage caused by animals and things kept on the property. All construction is subject to inspection by the Engineering Department of the Instituto de Previsión Militar, in order to ensure compliance with structural and occupational safety standards, as well as the development of the different phases of the projects to be executed by the lessee entity. The lessee entity agrees to carry out the constructions and buildings on the fraction of the property subject to the lease, as presented in its development proposal, in the following manner:

1. **Mono Buoy for Liquid Transport:** 1.1. Construction, commissioning, and operation of a mono buoy for liquid transport, including hydrocarbons from Puerto Quetzal to the fraction of the property subject to the lease.
  - 1.1.1. June 2024: Feasibility studies.
  - 1.1.2. December 2024: Engineering and financial projections.
  - 1.1.3. June 2025: Obtaining construction permits.



- 1.1.4. June 2026: Completion of the construction phase of the mono buoy (buoy, pumping station, and underground ducts from the port to the fraction of the property subject to the lease).
- 2. **Storage and Distribution Center for Hydrocarbons and Other Liquids: 2.1.**  
Construction, commissioning, and operation of a storage and distribution center for hydrocarbons and other liquids on the fraction of the property subject to the lease with direct connection to the sea via mono buoy.
  - 2.1.1. June 2024: Feasibility studies.
  - 2.1.2. December 2024: Engineering and financial projections.
  - 2.1.3. June 2025: Urbanization of the areas designated by the lessee for the construction of the center.
  - 2.1.4. June 2026: Constructed buildings (tanks, platforms, parking lots, fencing).
- **Industrial Warehouses: 3.1.** Construction, commissioning, and operation of industrial warehouses that tentatively will have a ZOLIC / ZDEEP permit.
- 3.1.1. December 2024: Feasibility studies, engineering, and financial projections.
- 3.1.2. December 2025: Engineering and financial projections. warehouses.
- 3.1.3. December 2026: First warehouse completed to provide storage and transport services from and to Puerto Quetzal, among other destinations.

**II. At the end of the lease term agreed in the contract or by early termination of the same,** the constructions and/or buildings will become part of the assets of the Instituto de Previsión Militar, without any economic compensation by the Instituto de Previsión Militar in favor of the lessee entity or as part of the payment of the agreed lease.

**III. Permits and Licenses:** The mercantile entity Transshipping World Company, Sociedad Anónima, and its sublessees as appropriate, will be responsible for the processing and compliance for the issuance of licenses, permits, authorizations, and stamps, according to the business activities to be carried out and in accordance with the applicable legal regulations. They will also assume any payment of penalties and/or fines imposed on the lessee entity, sublessees, and/or "THE INSTITUTE" for failing to comply with the procedures that must be addressed for the corresponding permits and licenses, exempting the Instituto de Previsión Militar in its capacity as owner, from any administrative, legal, or financial action that harms the interests of "THE INSTITUTE." The lessee entity, for the development of the projects and business activities as appropriate, must comply with the regulations and standards applicable by the General Directorate of Civil Aeronautics, Superintendency of Tax Administration, Executive Secretariat of the National Coordination for Disaster Reduction, Ministry of Environment and Natural Resources, Municipality of San José, Escuintla, among other corresponding government entities, these designations being indicative and not limiting; it is also expressly established that the sublessees must comply with the aforementioned provisions. The Instituto de Previsión Militar in its capacity as the owner of the fraction of the property subject to the lease, will carry out the authorization and enablement procedures of a Development Zone Special Public Economic Development Zone (ZDEEP), at the request of the mercantile entity Transshipping World Company, Sociedad Anónima, subject to the regulations established by the Santo Tomas de



Castilla Free Trade Zone of Industry and Commerce (ZOLIC); both parties agreeing that the studies, reports, fees, and other costs incurred for this purpose will be borne by the lessee entity.

**IV. Sublease:** The mercantile entity Transshipping World Company, Sociedad Anónima, may sublease the fraction or fractions of the area subject to the lease, in accordance with the business activities of the mercantile entity and lawful commerce activities. The mercantile entity will assume the obligations jointly and severally with the sublessee; prohibiting illegal practices, storage, marketing, and/or consumption of psychotropic substances and narcotics not permitted by law; also, they will be responsible for preventing any crime on the fraction of the property, especially in compliance with the Law Against Money Laundering or other assets and its regulations, and the Law to Prevent and Repress the Financing of Terrorism and its regulations. The sublessee of the fraction or fractions of the area subject to the lease may not use the same under other terms nor for other uses than those stipulated in the lease contract and its respective modifications and/or extensions. The mercantile entity Transshipping World Company, Sociedad Anónima, is obliged to submit semi-annual reports to "THE INSTITUTE" of the sublease contracts it has entered into for the use and/or enjoyment of the fraction or fractions of the area subject to the lease. The lack of presentation of the report will be a cause for contract non-compliance.

**V. Improvements:** The lessee entity is authorized to make useful, necessary, and recreational improvements in the fraction of the property, which allow the proper functioning of the intended use given to the property, having to present plans and drawings of the improvements to be made, with the approval of the Engineering Department of "THE INSTITUTE". The Instituto de Previsión Militar reserves the right, through the Engineering Department of "THE INSTITUTE", to conduct inspections of the improvements, to ensure compliance with structural and occupational safety standards; if damage to the infrastructure is observed due to negligence or carelessness, or if the necessary technical conditions are not met, "THE INSTITUTE" may demand economic compensation or the corresponding replacement. All improvements that by their nature cannot be separated from the fraction of the property, causing damage to the structure when separated, or that are of permanent utility for the project (floors, doors, windows, false ceilings, sanitary slabs, among others), will remain in favor of the Instituto de Previsión Militar, without obligation to pay compensation or any kind of indemnity. Likewise, no improvement will be chargeable to rents or debts contracted for services or of any other nature.

**VI. Administration:** The administration of the installations and buildings of the fraction of the property will be the responsibility of the lessee entity, which will issue the applicable regulations for the sublessees, users, and/or visitors, assuming at its cost the civil responsibilities or of any other order arising from the use and enjoyment of the fraction of the property.

**VII. Payment of Basic Services:** The fraction of the property does not have any basic service, so the lessee entity will be empowered to manage the installation of the corresponding supply, which must be billed in its name by the service provider entities, having to remain solvent for the payments during the occupation of the same, and/or upon expiration of the lease contract or if the same is terminated early.

**VIII. Physical Security:** The lessee entity will be responsible for providing physical security and surveillance in the fraction of the property during the lease period, covering the costs incurred.



**IX. Maintenance and Cleaning:** The lessee entity will be responsible for preventive maintenance, cleaning, gardening, and rental repairs of the installations to function in the fraction of the property during the lease period, as follows:

- **First level of maintenance:** Cleaning of the areas granted in the lease, care of green areas, cleaning of storm drains, replacement of artifacts. lighting and plumbing, cleaning of slabs and ceilings.

**Second level of maintenance:** Interior and exterior painting, valve replacement, faucets, and any deterioration or loss caused voluntarily or involuntarily by the lessee or persons using the fraction of the property; as well as maintenance of installed equipment, such as electric plant, hydraulic pumps, boilers, refrigeration equipment, among others, as appropriate; and preventive and corrective maintenance of the septic tank located inside the property.

**X. Labor Relations of the Lessee Entity:** The entity Transshipping World Company, Sociedad Anónima, will be responsible for the labor relations with its workers, dependents, and administrators at its service and/or sublessees, obligating itself to keep the Instituto de Previsión Militar safe and sound from any claim that may be made in this regard.

**XI. Compliance Guarantee:** The lessee must present a lease security deposit, covering three (3) consecutive rents, which must be presented within a period not exceeding twenty (20) business days from the start date of the lease period and subsequently annually, based on the rents of the corresponding period, during the lease term.

**XII. Insurance:** As the phases of the project to be developed progress, the lessee must take out the following insurance policies:

1. Construction all-risk insurance.
2. Civil liability and third-party damage insurance.
3. Fire and allied lines insurance.
4. In case high-risk or dangerous industrial activities are installed and/or carried out in the fraction of the property, the lessee must take out insurance against all risks according to the business lines undertaken, being responsible for the damages caused, and must maintain the insurance policies of numerals 2, 3, and 4 in force until the end of the lease period, as appropriate.

**XIII. Lease Term Extension:** It will only be with the authorization of the Board of Directors of the Instituto de Previsión Militar and through the signing of a new contract containing the new conditions, according to the proposal and justification of improvements and/or investment that the lessee entity intends to make in the fraction of the property.

**XIV. Contract Renewal:** The lessee entity will have preference to continue the lease, having to manage the request before the Instituto de Previsión Militar, in advance of the expiration of the agreed term. The renewal must be made under the terms of reference to be agreed upon between the parties, having to have the authorization of the Board of Directors of the Instituto de Previsión Militar, through the corresponding resolution, to sign a new lease contract.



**SEVENTH CLAUSE: Other obligations of the lessee entity:**

1. Maintain its quality as a lessee during the term of the contract.
2. Not change the purpose of the fraction of the property, without prior authorization from "EL INSTITUTO."
3. Comply with all health and industrial safety measures that correspond according to current laws, for handling flammable, salty, explosive, corrosive, or any substance that may affect or endanger the physical integrity of people occupying the facilities and/or buildings in the fraction of the property.
4. Allow the entity managing the Hotel Suites Mar y Sol facilities, as well as the Empresa Portuaria Quetzal, the use of the septic tank located inside the fraction of the property.
5. Comply with the stages and deadlines established by said merchant entity, for the development of the various investment projects in construction and/or building that will be carried out in the fraction of the property; except in the event of delays due to procedures depending on institutions external to it, having to document that the efforts were initiated in a timely manner.

The deadlines established by the lessee entity for the construction and/or building projects are as follows: a) Complete the construction of the mono buoy (buoy, pumping station, and underground ducts) from the port to the fraction of the property in June 2025. b) Complete the construction of tanks, platforms, and parking for the central storage and distribution of hydrocarbons and other liquids in June 2026. c) Complete the construction of the first warehouse finished to provide storage and transportation services in December 2026. d) Complete in its entirety the development, constructions, and/or buildings in the fraction of the property in December 2028.

In the event that the lessee entity does not comply with the stages and deadlines established by itself, due to factors beyond its control, it must submit a request addressed to the Management of the Instituto de Previsión Militar, accompanied by the justification and supporting documentation, so that a six (6) month extension may be considered with the authorization of the Board of Directors of "EL INSTITUTO," to remedy the presented non-compliance. If non-compliance persists, the Instituto de Previsión Militar may proceed with the early termination of the contract and the execution of the lease bond insurance.

In cases where the merchant entity Transshipping World Company, Sociedad Anónima, has limitations to comply with the development, constructions, and/or building of some stage of the project, due to fortuitous events or force majeure, it must submit a request to the Instituto de Previsión Militar, with the respective justifications and corresponding studies, in order to be replaced by another project, which must be authorized by the Board of Directors of "EL INSTITUTO," by issuing the respective resolution, without needing to modify the contract. This type of situation does not represent a cause for termination of the lease contract, as long as the established procedure is followed.

**EIGHTH CLAUSE: Formalization of delivery and return of the fraction of the property:**

The delivery of the fraction of the property to the lessee will be made through the signing of an administrative act, in which the personnel of "EL INSTITUTO" and the Legal Representative of Transshipping World Company, Sociedad Anónima, will appear. The administrative act will



detail all the conditions of the delivery of the fraction of the property, including the septic tank located inside the same.

**NINTH CLAUSE: Termination Methods:** The lease contract may be terminated when any of the following circumstances occur:

1. **EXPIRATION OF THE LEASE TERM:** Upon the expiration of the term agreed in the contract.
2. **MUTUAL AGREEMENT:** By mutual agreement between the parties, with thirty (30) days' notice.
3. **TERMINATION OF THE CONTRACT:** For any cause or causes that apply for this purpose, in accordance with the provisions of Article 1930, numerals one (1), three (3), and six (6) of the Civil Code.
4. **LOSS OR TOTAL DESTRUCTION:** Loss or total destruction of the constructions on the fraction of the property, due to fortuitous events or force majeure, not related to "THE INSTITUTE".
5. **FORTUITOUS EVENTS OR FORCE MAJEURE:** For fortuitous events or force majeure that make the object of the lease unnecessary or that affect its compliance.
6. **ILLEGAL PRACTICES:** For conducting illegal practices, against morality and good customs, public order, or public health.
7. **LEGAL REPRESENTATIVE ACTIONS:** For actions or media attacks by the lessee or its legal representative, against the Institute of Military Provision.
8. **NON-COMPLIANCE WITH CONTRACT CONDITIONS:** For non-compliance with the conditions of this contract.
9. **NON-PAYMENT:** For non-payment of two (2) consecutive rents, except for a longer term authorized by the Board of Directors of "THE INSTITUTE".
10. **CAUSES ESTABLISHED BY LAW:** For causes established by law.

#### **CLAUSE TEN: SOLUTION OF DISPUTES**

The parties, in their capacities, declare that any dispute, controversy, conflict, or claim related to the non-compliance, interpretation, application of acts and resolutions concerning the lease contracts of properties or fractions thereof, property of the Institute of Military Provision, will be resolved conciliation by administrative means; if this path is exhausted, the controversies will be submitted to the competent jurisdictional body.

#### **CLAUSE ELEVEN: ADDRESSES FOR NOTIFICATIONS**

The parties, in their capacities, state the following addresses for the reception of any type of notification:

- A. "THE INSTITUTE", fifth avenue six hyphen zero six zone one (5ta. Avenida 6-06 zona 1) of this city, eighth (8th) floor of the Building of the Institute of Military Provision.
- B. The lessee, eleven street zero forty-eight, zone ten, (11 calle 0-48 zona 10) Diamond Building office number four (1004), city of Guatemala, Guatemala.

Each of the parties is obliged to inform in writing of any change made to the addresses provided in this instrument.



#### **CLAUSE TWELFTH: BRIBERY**

The LESSEE states that they are aware of the penalties related to the crime of bribery, as well as the provisions contained in chapter three, title thirteen of Decree 17-73 of the Congress of the Republic of Guatemala, Penal Code.

#### **CLAUSE THIRTEENTH: SUBMISSION OF THIS CONTRACT TO THE INSTITUTE**

The LESSEE states that they will submit a simple legalized copy of this public deed to the Instituto de Previsión Militar within three (3) business days from today for their acknowledgment, and subsequently will send a legalized copy of the testimony of the public deed properly registered with the General Property Registry.

#### **CLAUSE FOURTEENTH:**

The parties state that each of them acts, requesting the General Property Registry to register the documented lease in this public instrument in the indicated manner. They also request that, in the event that the presented document has remediable deficiencies, the rights contained in the testimony of this public deed be provisionally recorded in accordance with Article 1149, paragraph 5, of the Civil Code, Decree number 106. Furthermore, they request that the property address be recorded, declaring the Legal Representative of the Instituto de Previsión Militar under oath, under penalty of perjury, to the undersigned Notary, that this request is made based on the certification issued by the Municipality of San José, Department of Escuintla, which is transcribed literally as follows:

"MUNICIPALITY OF SAN JOSÉ, ESCUINTLA, GUATEMALA, C.A. THE INFRASTRUCTURE DIRECTOR OF THE DEPARTMENT OF THE SINGLE PROPERTY TAX OVER PROPERTIES OF THE MUNICIPALITY OF SAN JOSÉ, DEPARTMENT OF ESCUINTLA. CATASTRAL CERTIFICATION. It is hereby certified that in the cadastral records of this Municipality, the property identified with Cadastral Register 44112, registered in the General Property Registry with the number 8044 Folio 44 Book 257E of Escuintla in the name of the INSTITUTE OF MILITARY PROVISION, is located on RUTA CA-9 KILOMETER 102.5. This property belongs to the Municipality of San José, Department of Escuintla. For the relevant purposes, it extends to the present." Municipal Registration 44112, registered in the General Property Registry with the property number of Finca 8044 Folio 44 Book 257E of Escuintla in the name of the INSTITUTE OF MILITARY PROVISION,

The property located on RUTA CA-9 KILOMETER 102.5. This property belongs to the Municipality of San José, Department of Escuintla. For the relevant purposes, it extends to the present, in the Municipality of San José, on Friday, May 26, 2023. Illegible signature, Arch. Victor Manuel Salazar Roldan, Head of the Department of IUSI, the seal reads: DIRECTOR OF IUSI MUNICIPAL, Municipality of San José, Escuintla.

#### **CLAUSE FIFTEEN: ACCEPTANCE**

"THE INSTITUTE and the LESSEE" through their Legal Representatives, expressly declare that under the related terms, they accept this lease contract and each of its clauses. I, the Notary, certify: (A) That I had in view the documentation with which the property of the real estate object of this contract was accredited, related identification documents, as well as the documents accrediting the representation exercised and the plans that delimit the fraction of the real estate object of the lease; as well as the resolution of the Board of Directors of the Institute of Military



Provision number SJDah-dash-one thirty-nine of two thousand twenty-three (SJDah-139-2023) dated August 16, 2023, and the cadastral certification of the Municipality of San José, Department of Escuintla; and (B) That I read the present to the appearing parties, who having been imposed of its content, validity, object, obligation of registration, and other legal effects, accept and sign. I give faith of all the above. Testified: "THE LESSEE" y/a "TWC". Omitted. Between Lines: "E, seis, E, s, Banrural, "THE LESSEE", Lease."

Signature

**LICENSED**

Lubia Edith Catalán Espinoza  
LAWYER AND NOTARY

**FIRST TESTIMONY** of the public deed number FORTY-NINE (49) of the notarial register in my charge, which I authorized in this city of Guatemala, on the eighteenth of August of two thousand and twenty-three, and which to deliver to the commercial entity **TRANSSHIPPING WORLD COMPANY, SOCIEDAD ANÓNIMA** I issue, number, sign and seal on eighteen (18) sheets, the first seventeen being faithful copies, which I certify for having been reproduced today in my presence from its respective original on a special machine for this purpose to faithfully and exactly reproduce them, plus this sheet of bond paper. In the city of Guatemala, on the eighteenth of August of two thousand and twenty-three.

Signature

**LICENSED**

Lubia Edith Catalán Espinoza  
LAWYER AND NOTARY